



**BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Tuesday, November 22, 2022 5:15PM
390 W. Oak Valley Parkway Beaumont, CA 92223**

AGENDA

www.bcvparks.com

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings. Government Code Section 54953 allows the legislative body to use teleconferencing when "The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing" after making certain findings. See Gov. Code § 54953.

Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. 1.

The above special provisions allowing for teleconference meetings will only apply during a Governor-declared state of emergency, and we are still presently in a statewide state of emergency.

The Workshop and Regular Session is available by calling: +1 (669) 900-6833. Meeting ID: 948 9929 3193

You can also join the meeting from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/94899293193>

DISTRICT CLOSED SESSION – None.

WORKSHOP SESSION – None.

REGULAR SESSION – Regular Session to Begin at 5:15pm

Roll Call: Director De La Cruz, Director Ward, Treasurer Flores, Vice-Chair/Secretary Diercks and Chairman Hughes

Invocation:

Pledge of Allegiance:

Adjustments to Agenda: Government code sec 54954.5(b) (2) provides "upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or if less than two-thirds of the members are present, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a)

Presentations: None.

- 1. PUBLIC COMMENT:** Anyone wishing to address the Board on any matter not on the agenda may do so now. All person(s) wishing to speak on an item on the agenda may do so at the time the Board considers that item. If you are unable to participate by telephone or via Zoom, you may submit comments and/or questions in writing for the Board's consideration by sending them to ryann@bcvparks.com. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record. There is a three (3) minute limit on public comments.

2. **CONSENT CALENDAR:** Items are considered routine, non-controversial and generally approved in a single motion. A board member may request to have an item removed from the consent calendar for discussion or to be deferred. (Includes Minutes, Financials, Resolutions, and Policy & Procedure matters).

2.1 Minutes of November 9, 2022

3. **ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS:**

3.1 Approval of:

3.1.1 Temporary Construction Easement

3.1.2 Grant of Easement (sewer line)

3.1.3 Termination of Water Rights Agency Agreement (PCOR)

4. **NEXT MEETING:**

Regular Meeting – Wednesday, December 14, 2022

5. **DIRECTORS MATTERS/COMMITTEE REPORTS:**

6. **ADJOURNMENT:**

Any person with a disability who requires accommodations in order to participate in the meeting should telephone Ryann Flores at 951-845-9555, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation

DECLARATION OF POSTING: I declare under penalty of perjury, that Beaumont-Cherry Valley Recreation and Park District employ me, and the foregoing agenda was posted at the District office and District website November 18, 2022.



Ryann Flores, BCVRPD Clerk of the Board



BEAUMONT CHERRY VALLEY RECREATION & PARK DISTRICT (BCVRPD)
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 9, 2022 5:15pm

MINUTES

PUBLIC PARTICIPATION ALLOWED IN PERSON AND BY TELECONFERENCE

Due to the spread of COVID-19 and the fact that state and local officials are recommending measures to promote social distancing, the Beaumont Cherry Valley Recreation & Park District will be conducting this meeting in person and by teleconference in accordance with AB 361, amended Government Code section 54953, which allows for the continuation of virtual meetings.

DISTRICT CLOSED SESSION – None.

WORKSHOP SESSION: None.

REGULAR SESSION: Regular Session to Begin at 5:15pm

Regular session began at 5:29pm.

Roll Call:

Director De La Cruz: Present

Director Ward: Arrived at 5:34pm

Treasurer Flores: Arrived at 5:31pm via teleconference

Vice-Chair/Secretary Diercks: Present

Chairman Hughes: Present

General Manager, Duane Burk and Legal Counsel of Best, Best & Krieger Albert Maldonado attended.

Invocation: Chairman Hughes gave the Invocation.

Pledge of Allegiance: Director De La Cruz led the pledge of allegiance.

Presentations: Presentation was moved to Improvement Corporation regular meeting.

Adjustments to Agenda: None.

1. PUBLIC COMMENT:

Chairman Hughes opened public comment at 5:31pm. Hearing none, public comment closed at 5:31pm.

2. CONSENT CALENDAR:

2.1 Minutes of October 12, 2022

2.2 Bank Balances for October 2022

2.3 Warrants for October 2022

2.4 Approve Special Provision Allowing for Teleconference Meetings during a Governor-Declared State of Emergency Pursuant to AB 361

Albert Maldonado commented on item 2.4. He stated the Board has voted to hold teleconference meetings under AB361. The District needs to make certain findings every 30 days to continue teleconference meetings. There needs to be a Governor-Declared State of Emergency and then there needs to be two findings. 1) The District needs to consider the circumstance for the State of Emergency. 2) State or Local Officials have recommended social distancing. General Manager, Duane Burk, confirmed that the finance committee met and approved items 2.2 and 2.3.

Motion was made to accept items 2.1, 2.2, 2.3, and 2.4.

Initial Motion: Vice Chair/Secretary Diercks

Second: Director De La Cruz

Result of Motion: Carried 4-0

Director De La Cruz: Aye

Director Ward: Absent for vote

Treasurer Flores: Aye

Vice-Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3. ACTION ITEMS/BIDS & PUBLIC HEARING/REQUESTS: (Includes Committee Reports)

3.1 Approval of 2023 Board Meeting Dates

Director Ward requested that the January 11, 2023 Board meeting listed is changed to a different date due to not being able to attend.

Motion was made to accept item 3.1.

Initial Motion: Chairman Hughes

Second: Vice Chair/Secretary Diercks

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

3.2 Approval of 2023 Holidays

Chairman Hughes opened public comment at 5:36pm. Hearing none, public comment ended at 5:36pm.

Motion was made to accept item 3.2.

Initial Motion: Chairman Hughes

Second: Director Ward

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye

Vice Chair/Secretary Diercks: Aye

Chairman Hughes: Aye

Item 3.4 was moved before item 3.3 for time purposes.

3.3 Review of Board Code of Ethics Policy and Attendance Policy

Attorney, Albert Maldonado, reiterated the attached the policies.

Motion was made to continue item 3.3 to the next meeting.

3.4 Approval of Donation to the Engine 57 Baseball Tournament

Chairman Hughes opened public comment at 5:40pm. Hearing none, public comment ended at 5:40pm.

Motion was made to accept item 3.4.

Initial Motion: Director Ward

Second: Chairman Hughes

Result of Motion: Carried 5-0

Director De La Cruz: Aye

Director Ward: Aye

Treasurer Flores: Aye
Vice Chair/Secretary Diercks: Aye
Chairman Hughes: Aye

4. DEPARTMENT REPORTS:

Human Resources Administrator:

- General Manager, Duane Burk, mentioned that the Human Resources Administrator position is currently tabled and he is consulting with a company to provide Human Resources services.
- We have 25 employees, as you know Zina Bakoo has left the District Employment.
- Workers Compensation- Cases/Incidents/Accidents – No open cases. It has been 289 days since our last employee accident.
- We are still hiring for Part-Time Maintenance and Part-Time Casual employees.
- Meeting with HR Company to do an Audit of the Department.

Executive Assistant: Nancy Law

- The Finance Committee met Monday, November 7th, 2022 to review October 2022 Financial Reports for Fiscal Year 2022-2023.
- The Monthly Financial Report consisted of the Profit & Loss Budget vs. Actual, as well as the Bank Account Balance Spreadsheet and Warrant Registers which are also included in the Board Packet.
- Property Tax Disbursement – The Executive Assistant has not received deposits into the Riverside County Fund for October 2022 as of October 3rd, 2022.
- The Executive Assistant has transferred into the Reserve fund the \$5,000.00 monthly contribution for October 2022, bringing our Reserve balance to \$139,067.10, and transferred into the Money Market account \$7,500.00 monthly contributions for October 2022 and transferred to Project Account \$87,000.00 for the District yearly Loan Payment bringing our balance to \$166,103.11.
- Executive Assistant is working on Public Records Requests.
- Executive Assistant has been working on final agreements and requirement for the CDBG (Community Development Block Grant) 22/23 Project.
- Executive Assistant is working on the CDBG 23/24 Application Due November 18th, 2022.
- Executive Assistant has been working on final Agreements and requirements for the Prop 68 Parks Per Capita Bond Funding.
- Executive Assistant has been prepared forms for FCC (Federal Communications Commission) Licensing for our radios.
- Executive Assistant has been preparing for HR Administrator departure.
- Executive Assistant has reviewed and noted City of Beaumont sewer credit.
- Executive Assistant has acquired quotes for GPS Vehicle/Equipment Tracking.
- Executive Assistant has prepared and submitted County of Riverside ARP (American Rescue Plan Act)/CID (Community Improvement Designation) Funding Quarterly Progress Report.
- Executive Assistant has prepared and submitted on 10/28/2022 LAFCO (Local Agency Formation Commission) MSR (Municipal Service Review)/SOI (Sphere of Influence) report.
- Executive Assistant has been working on Infrastructure Funding Agreement (County of Riverside).

Activities Coordinator: Lilian Averette

- COVID-19 Testing Facility at the Woman's Club will continue through December 31, 2022.
- Past District Events:
 - Pumpkin Carve Fest was held on October 29th and was located at Noble Creek Regional Park on the meadow. This year the Foundation and the District combined the Market Night with the Pumpkin Carve. The kids and their families were able to go trick or treating to each vendor's booth. We added more fun activities like a hay maze with photo ops, dancing, potato sack

aces, and the cake walk for families to do while they waited to get their pumpkins to be judged.

- District Events:
 - Winter Fest is just a few weeks away on December 2nd and 3rd. This year's Winterfest will be filled with fun activities for the whole family to enjoy as we improve on a great tradition.
 - With moving Winterfest from the Grange to meadow, it gives us an opportunity to have more vendors and activities for families.
- Community Events/Meetings/Networking:
 - I attended the Calimesa Chamber Breakfast and the Beaumont Chamber Breakfast. We participated in both the Bank or Hemet and The City of Beaumont trunk or treats. I participated in the Beaumont Unified School District Career fair and also represented the District at this year's annual Habitat for Humanity SGPA fundraiser.
 - I will also be attending the Beaumont, Banning and Calimesa Chamber Breakfast this month.

Assistant Maintenance Superintendent: Aaron Morris

- Staff assisted in the set up and tear down for the Pumpkin Carve Fest.
- Staff has been cleaning and organizing all of the storage units in the maintenance yard.
- All of the Ball fields and the Soccer Meadow were over seeded for the cool season transition.
- The Day Use Meadow in Bogart is being renovated and over seeded in the bare spots.
- The split rail fencing has been delivered for the Bogart Day Use Meadow parking carve outs.
- Staff has been adding amenities to the new shop in Bogart Park and has been utilizing its office space for staff meetings.
- Staff will be working on updating our tools and materials inventories in the maintenance yard as well as developing and implementing a work order program for staff.
- I have been finishing up my certification program for the Weather Trak System; the next step is doing a site assessment.
- I will participate in the second Hand-Held Radio Training.

Athletic Coordinator: Dodie Carlson

- The fall season is progressing. The canned food drive has now started and will continue thru the 1st of December. All the teams to this point have been very generous.
- The calendar remains very slow due the lack of staff for tournaments. Hopefully we can get some help as things start to loosen up.
- We held the Spooky Spectacular tournament on October 28, 2022. We had 8 teams that attended. It was a wonderful turn out. A great time was had by all with Team Extra Bone taking the honors.
- I would like to thank the Board of Directors, General Manager, and staff for their ongoing work for this district. I would like to thank the maintenance staff for their constant work on field improvements. The fields are improving. People are very happy to see all the improvements going on and are dealing with the inconveniences fairly well.
- BYB will be wrapping up the fall ball season November 18, 2022. Their spring registrations will be starting mid November. They would like to thank the Board, staff and district for continually to make improvements to the park and fields.
- There will be a tournament on November 20, 2022.
- Congratulations to the electors.

General Manager: Duane Burk

Duane attended two Beaumont City Council meetings and one Calimesa City Council meeting. Calimesa has offered the City Manager position to a gentleman from Orange County while Bonnie will stay on in the meantime. He also attended the Collaborative Agency meeting, Finance meeting, Valley-Wide Autumn Elegance, Pumpkin Carve, Bogart Ad-Hoc meeting and the Riverside County Office of Education with Albert.

Duane noted that the ADA ramp at Field 1 just needs lighting to be complete, the deep pit BBQ has been installed and is now safer, the Bogart Bridge is almost complete, and the restrooms by Field 1 have been started. Mark Weaver will be demoing the restrooms for free rather than the other \$9,000.00 quote. Mark Weaver also dug the pit for free and the metal was donated by Kaboo. There are a lot of people that are enthusiastic about helping out the park and Duane gave a shout out to all of the local vendors. For Turkey Fest there will a thank you card for the vendors. The District purchased a block wall to create a barrier for the wind as well as a ball wall for the kids.

5. CALENDAR OF EVENTS:

5.1 Committee Meetings

- Collaborative Agency – First Wednesday Bi-Monthly, 5:00pm at the Beaumont Unified School District.
- Finance – 1st Thursday of Every Month 4:00pm NCCC.
- Personnel – 3rd Thursday of Every Month 5:00pm NCCC.
- Facility Use Ad Hoc- Second & Fourth Tuesday Monthly @ 5:30pm
- BCVRPD Board Meeting Schedule, NCCC
December 14, 2022
January 11, 2023
February 8, 2023

5.2 Upcoming Holidays

Friday, November 11, 2022 Veteran's Day
Thursday & Friday, November 24 & 25, 2022 Thanksgiving

5.3 Events

December 2nd & 3rd – 29th Annual Winterfest at Noble Creek Regional Park Meadow
Woman's Club COVID testing through December 31, 2022

DIRECTORS MATTERS/COMMITTEE REPORTS

Director De La Cruz:

Armando thanked the staff, Board, and Duane for their hard work and dedication. He is looking forward to the upcoming Turkey Fest. He also went on a tour of the Noble Creek Regional Park and the Bogart Regional Park with Duane. Armando attended the event at Morongo for Jeff Hewitt and he is looking forward to the election results. He gave a good luck to all candidates.

Director Ward:

Denise appreciates all of the hard work and is very thankful. She stated that she drives by the parks and facilities to see where we have come from 2008 and is very impressed with all of the recent upgrades. She noted that everything is clean, new, updated, and modern and is very thankful. She thanked her fellow Board members and welcomes whoever may win the election. Denise attended the Bogart Ad-Hoc meeting and stated that she loves Bogart and that the park looks really great. She also attended the Collaborative Agency meeting and gave an update on all events. Denise thanked the Board for their understanding of her absences due to family matters.

Treasurer Flores:

John stated that he spoke with Duane several times over the past week and realized that all that Duane is doing is being done is for the kids. He said that Duane's reason and vision is the same as his fathers was in the past and a lot of their sentences ended with the same thing, "for the kids". John stated that the vision it took to take this Board from the back room of Woodley's Jewelry to building the Noble Creek center says a lot about the vision of the District. Going from Noble Creek to acquiring the Woman's Club and the Grange to

acquiring Bogart Regional Park and Danny Thomas Ranch shows who cares about the District and who was for the kids. He appreciates it and thanked Duane.

Vice Chair/Secretary Diercks:

Chris thanked all staff for their hard work and stated that the place looks great. He said there has been a lot of hard work over a lot of years and it is paying off every day. He thanked each and every one and joked with Lillian about decorating his RV for Winterfest.

Chairman Hughes:

Dan attended the West Side Ringers tournament last month. He noted that there are a lot of different events that go on here and one would have to spend quality time with each organization to make that event grow. He believes that there is not anybody who is after anybody else in particular, but that all need should be reeducated on the goal and on what is in the best interest for the District. He appreciates everything that everyone is doing as there is a lot going on. He mentioned that the City's vote on the Summit Station, the warehouses opposed to 495 homes, is still out there. He stated that he has questions for them as the infrastructure is important along with the building of Danny Thomas Ranch. This year there will be some plans on setting in motion the map of Danny Thomas Ranch and following that will be the figuring out the funding. There are a lot of good ideas and we plan to move on them as a team regardless of whom. There are people who may come in and work for a while and then move on to bigger and better things. He said that it is very nice when those people come back and serve at a different capacity down the line which does happen here often. He noted that we are the best park District around barring none. When one works here they will learn some as well as bring things with them and we have a very good staff. There are some changes that need to happen, but we will make those changes as we move along. He stated Christmas is coming up and to keep up the great work as we prepare for the next year.

General Manager, Duane Burk, commented on the West Side Ringer tournament. He noted that the tournament was put on solely just for the Foundation and the uniqueness of having the relationship with the West Side Ringers is that their group was able to run the event such as making the calls, the pitch to the people coming out, and that it made for a great donation back.

Director Ward commented that she is very excited for the upcoming Winterfest and is looking forward to working as a team with the new Board members coming in.

Attorney, Albert Maldonado, noted that next meeting he has a Planning Commission meeting and will not be available past 6:00pm. He will be joining the meeting virtually that day in order to attend during the action items. The Board trainings will continue to the January meeting and a copy of the 1770 will be provided.

6. ADJOURNMENT:

Motion made to adjourn the meeting at 6:25pm.

Staff Report

Agenda Item No. 3.1

To: Chairman and Board Members
From: Duane Burk, General Manager
Date: November 22, 2022
Subject: Termination of Water Rights Agreement, PCOR,

Background and Analysis: in December of 2020 the Foundation received 124 acres of land from TSG Development for the purpose of a future park development. With the land conveyed two well sites and 230 acre feet of overlying water rights. Since the TSG Development did not have water infrastructure at their construction site the Improvement Corporation signed over the water wells to the Yucaipa Valley Water District for the use of their appropriative water rights in the Beaumont Basin for the use of construction water during grading.

Now the developer has constructed the necessary water and sewer infrastructure for the development and no longer needs to use the water wells for construction development. As such, the developer is now requesting to transfer back to the Park District and Improvement Corporation respectfully the wells and their water rights.

Park District attorneys have reviewed and commented on the documents.

Recommendations: Staff recommends that the Board accept required documentation for the transfers as submitted. Also, authorize staff to sign required documents.

Attachments:

Fiscal Impact: There is no fiscal impact this was agreed by all party's prior to this request.

GROMET &
ASSOCIATES
ATTORNEYS AT LAW

SENDER'S E-MAIL
jkempf@grometlaw.com

OUR FILE NUMBER
322.0407

November 11, 2022

VIA EMAIL

First American Title Company
Attention: Jeanne Gould, Senior Escrow Officer
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Email: jagould@firstam.com

First American Title Insurance Company
Attention: Heather Pankey, Title Officer
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
Email: HPankey@firstam.com

Yucaipa Valley Water District
Attention: Joe Zoba, General Manager
12770 2nd Street
Yucaipa, CA 92399
Email: jzoba@yvwd.us

Beaumont-Cherry Valley Recreation & Park Improvement Corporation
Attention: General Manager
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Email: Duane@bcvparks.com

Beaumont-Cherry Valley Recreation & Park District
Attention: General Manager
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Email: Duane@bcvparks.com

Re: Conveyance of the Well Site on the Danny Thomas Ranch Property ("*Well Site*") —
Escrow No. 6551058 ("*Escrow*")

Dear Jeanne, Heather, Joe, and Duane:

The undersigned represents **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company ("**Developer**"), in connection with (a) that certain *Agreement to Provide Appropriated Water* dated as of May 21, 2022 (the "**Water Agreement**") between Developer and Yucaipa Valley Water District, a public agency ("**Water District**"); (b) that certain *Agreement and Escrow Instructions* dated of even date therewith (the "**Escrow Instructions**") by and between Developer and Water District; and (c) that certain *Water Rights Agency Agreement* recorded in the Official Records as Instrument No. 2021-0000372 (the "**Agency Agreement**") between I10 Logistics, as "I10 Logistics", and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership ("**TSG**"), as "Owner". As successors-in-interest to TSG, (i) Beaumont-Cherry Valley Recreation & Park Improvement Corporation, a California public benefit organization ("**Foundation**"), currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) Beaumont-Cherry Valley Recreation & Park District, a special district of the State of California ("**Parks District**"), currently holds fee title to the remainder of the land that is subject to the Agency Agreement, except for fee title to the Well Site (as defined in the Water Agreement), which is currently vested in the Water District and which the parties intend to deed back to Developer and then immediately to the Parks District as provided herein. Terms used but not defined herein shall have the definitions provided in the Water Agreement.

I. DEVELOPER'S COMPLETION NOTICE AND WELL SITE CONVEYANCE TO DEVELOPER.

This letter, dated as of the date first stated above (the "**Notice Date**"), constitutes Developer's Completion Notice and the Developer Notice. Developer hereby notifies the Water District and First American Title Company ("**Escrow Holder**") that Grading Water from the Well is no longer needed by Developer, Developer has uninstalled the Water District's Meter from the Well Site and Developer has paid the Fees in full.

Escrow Holder is hereby instructed to cause the recordation of the District Deed from the Water District to Developer, which was previously executed and is being held in Escrow, in the Official Records as provided in the Escrow Instructions. Once the District Deed has been recorded in the Official Records pursuant to the Escrow Instructions, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded District Deed to the following parties:

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

II. TERMINATION OF WATER RIGHTS AGENCY AGREEMENT.

Developer, Foundation, and Parks District have decided to terminate the Agency Agreement and will deliver to Escrow Holder a *Termination of Water Rights Agency Agreement* substantially in the form attached hereto as Exhibit "A" (the "**Termination**").

Escrow is hereby instructed to (a) determine that the Termination is complete in all respects, including any attachments; (b) review the Termination and determine that any assessor parcel numbers, tract numbers, and/or legal descriptions contained therein are correct; (c) determine that the Termination is dated and duly executed and notarized by all of the parties thereto; (d) determine that the Termination is in recordable form and will be accepted by the County Recorder (the "**County Recorder**") of the County of

Riverside (the "**County**") for recordation in the Official Records; (e) determine that the Termination is sufficient to fulfill the requirements of the instructions set forth in this Section II and any instructions you receive from the Foundation, and that no other documents, instruments or agreements are required to fulfill the requirements of such instructions; and (f) if subsections (a) – (e) have been completed, record the Termination in the Official Records immediately after the District Deed.

Once the Termination has been recorded in the Official Records, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded Termination to the following parties:

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

III. WELL SITE CONVEYANCE FROM DEVELOPER TO PARKS DISTRICT.

On December 31, 2020, TSG granted to the Foundation certain property adjacent to the Well Site pursuant to that certain *Donation Agreement* of even date between TSG, as "Donor", and the Foundation, as "Foundation" (the "*Donation Agreement*"). The Donation Agreement provides for the conveyance of the Well Site back to the Parks District after Developer is done utilizing it.

Pursuant to the Donation Agreement, Developer will deliver to Escrow Holder (a) an executed, notarized grant deed (the "*Return Developer Deed*") from itself to the Parks District substantially in the form attached as "Exhibit E-3" to the Donation Agreement (without the language indicating such deed is subject to the Agency Agreement, which is being terminated as described in Section II above), along with (b) a completed transfer tax affidavit (the "*Return Developer Deed Affidavit*") in the customary form required by the County. Escrow Holder will also receive a signed Certificate of Acceptance from the Parks District for the Return Developer Deed (the "*Acceptance Certificate*", which along with the Return Developer Deed and Return Developer Deed Affidavit shall be known herein as the "*Return Developer Deed Documents*")

Upon the recordation of the District Deed and the Termination in the Official Records in accordance with Sections I and II above and Escrow Holder's receipt of the Return Developer Deed Documents, Escrow is hereby instructed to (a) determine that all of the Return Developer Deed Documents are complete in all respects, including the attachments; (b) review all of the Return Developer Deed Documents that contain a legal description of the Well Site and such other properties as applicable, and determine that each legal description is correct; (c) determine that all of the Return Developer Deed Documents are dated, duly executed, and notarized where applicable; (d) determine that the Return Developer Deed (with Acceptance Certificate) is in recordable form and will be accepted by the County Recorder for recordation in the Official Records; (e) determine that all of the Return Developer Deed Documents are sufficient to fulfill the requirements of the instructions set forth in this Section III and any instructions you receive from the Parks District, and that no other documents, instruments or agreements are required to fulfill the requirements of such instructions; and (f) if subsections (a) – (e) have been completed, immediately record the Return Developer Deed in the Official Records.

Once the Return Developer Deed has been recorded in the Official Records, please (a) contact the undersigned by telephone or electronic mail to confirm the recording, and (b) email a conformed copy of the recorded Return Developer Deed to the following parties:

Jeanne Gould, Heather Pankey, Joe Zoba, Duane Burk

November 11, 2022

Page 4

Jessie Kempf, Esq. (jkempf@grometlaw.com)
Gregory Newmark, Esq. (gnewmark@meyersnav.com)
Albert Maldonado (Albert.Maldonado@BBKLaw.com)

IV. ORIGINAL DOCUMENTS.

Once the District Deed, the Termination, and the Return Developer Deed have all been recorded in the Official Records, please deliver the originals of such documents to the following address:

Best Best & Krieger
Attention: Albert Maldonado, Esq.
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761

Please execute this instruction letter in the space provided below to confirm you can comply with the foregoing instructions and return a PDF of your signature to me via email today. Thank you for your assistance.

Very truly yours,


Jessie Kempf, Esq.

Cc: Gregory Newmark, Esq., Albert Maldonado, Esq., Jonathan Rainford, Amy B. Carbins, Esq., Emily Campo, Esq., Brian Rupp, David Graves, Terri Hovdestad, Michelle Flores, Stevan J. Gromet, Esq., Mickey Adkinson, Esq.

THE UNDERSIGNED AGREES TO ACT PURSUANT TO THE INSTRUCTIONS ABOVE:

FIRST AMERICAN TITLE INSURANCE COMPANY

Escrow Officer

Dated: _____, 2022

Title Officer

Dated: _____, 2022

Exhibit "A"

Form of Termination of Water Rights Agency Agreement

[Attached]

WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 407-210-001, 407-210-002, 407-210-004, 407-200-009, 407-200-011 and 407-200-012

TRA: 056-014

DOCUMENTARY TRANSFER TAX: \$ -0- (no consideration). The termination herein is being recorded to release interests in a water rights agency agreement, and is not a change in ownership under §63 of the California Revenue and Taxation Code.

Signature of declaring party

TERMINATION OF WATER RIGHTS AGENCY AGREEMENT

THIS TERMINATION OF WATER RIGHTS AGENCY (this "**Termination**") is made as of _____, 2022 (the "**Effective Date**"), by I10 LOGISTICS OWNER, a Delaware limited liability company ("**I10 Logistics**"), BEAUMONT-CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION, a California public benefit organization ("**Foundation**"), and BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district of the State of California ("**District**", along with I10 Logistics and Foundation, the "**Parties**", and each a "**Party**").

RECITALS

A. Reference is hereby made to that certain *Water Rights Agency Agreement* recorded in the Official Records of Riverside County (the "**Official Records**") as Instrument No. 2021-0000372 (the "**Agency Agreement**"), between I10 Logistics and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership, as "Owner", which successors include (i) the Foundation, which currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) the District, which currently holds fee title to the remainder of the land that is subject to the Agency Agreement. Terms used but not defined herein shall have the meaning given in the Agency Agreement.

B. The Parties hereby wish to terminate the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein and in the Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Termination. The Agency Agreement is hereby terminated.
2. Entire Agreement. This Termination is the final expression of the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3. Successors and Assigns. This Termination and any rights created hereby shall inure to the benefit of the successors and assigns of the Parties.

4. Governing Law. The parties expressly agree that this Termination shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page(s) Attached]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

“I10 LOGISTICS”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

“FOUNDATION”

BEAUMONT-CHERRY VALLEY RECREATION &
PARK IMPROVEMENT CORPORATION, a California
public benefit corporation

By: _____
Duane Burk
General Manager

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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appeared _____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

“DISTRICT”

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a public district of the State of California

By: _____
 Duane Burk
 General Manager

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Recorded at request of and return to:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

[This instrument is for the benefit of the Beaumont-Cherry Valley Recreation & Park District, and is entitled to be recorded without fee. (Gov. Code, § 27383)]

(Space above this line reserved for Recorder's use)

APN: 407-200-011 (portion)
TRA: 056-014

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax: \$0 *"Governmental agency acquiring title. R&T 11922."*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company ("**Grantor**"), does hereby GRANT to **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a special district of the State of California ("**Grantee**"), all that real property situated in the County of Riverside, State of California, which is described as follows ("**Property**"):

The land graphically depicted on Exhibit "A" attached hereto and described on Exhibit "B" attached hereto;

together with (i) all structures, improvements, equipment and pipelines associated with the well on the Property; (ii) all rights, privileges, and easements appurtenant to the Property, including all mineral rights, rights-of-way, easements, roadways, reservations and reversions or other appurtenances used in connection with the beneficial use of the Property, including but not limited to appurtenant water rights now associated with the Property granted in that certain Judgment entitled "San Timoteo Watershed Management Authority v. City of Banning, et. al", Riverside County Superior Court Case No. RIC 389197 filed on February 4, 2004, adjudicating water rights in the Beaumont Basin; that certain Resolution 2006-02 (A Resolution of the Beaumont Basin Watermaster Recognizing the Designation of a Specific Amount of Overlying Water Rights to Specific Parcels) recorded on February 15, 2006 as Instrument 2006-0112028 in the Official

Records of the County of Riverside; and (iii) any existing rights, privileges and easements which are personal to the grantor and used in connection with the beneficial use of the Property, including all easements in gross and rights of way.

subject to (1) that certain *Grant of Easements (Road and Drainage Facilities)* by and between I10 Logistics Owner, LLC, a Delaware limited liability company, and TSG Cherry Valley, L.P., a Delaware limited partnership, dated as of December 31, 2020 and recorded in the Official Records on December 31, 2020 as Instrument No. 2020-0672144; and (2) all other covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record and/or apparent by inspection or survey (collectively, the “**Existing Encumbrances**”);

provided, that Grantor intends that this Grant Deed will not become effective, and this Grant Deed shall not become effective, until its recordation in the Official Records of the County.

The intent of this Grant Deed is that the Existing Encumbrances not be merged with the interests of Grantor in the Property. The Existing Encumbrances are intended to survive the conveyance from Grantor and will continue to benefit the original dominant tenement.

[Signature page attached]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ___ day of _____, 2022.

“GRANTOR”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by **I10 LOGISTICS OWNER, LLC**, a Delaware limited liability company (“**Grantor**”), on the Grant Deed dated _____ 2022, to the **BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT**, a public district of the State of California (“**Grantee**”), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by _____, as adopted by the Board of Directors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

GRANTEE:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a special
district of the State of California

By: _____

Duane Burk
General Manager

Exhibit "A"

Graphic Depiction of Property

[Attached]

WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 407-210-001, 407-210-002, 407-210-004, 407-200-009, 407-200-011 and 407-200-012

TRA: 056-014

DOCUMENTARY TRANSFER TAX: \$ -0- (no consideration). The termination herein is being recorded to release interests in a water rights agency agreement, and is not a change in ownership under §63 of the California Revenue and Taxation Code.

Signature of declaring party

TERMINATION OF WATER RIGHTS AGENCY AGREEMENT

THIS TERMINATION OF WATER RIGHTS AGENCY (this "**Termination**") is made as of _____, 2022 (the "**Effective Date**"), by I10 LOGISTICS OWNER, a Delaware limited liability company ("**I10 Logistics**"), BEAUMONT-CHERRY VALLEY RECREATION & PARK IMPROVEMENT CORPORATION, a California public benefit organization ("**Foundation**"), and BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district of the State of California ("**District**"), along with I10 Logistics and Foundation, the "**Parties**", and each a "**Party**").

RECITALS

A. Reference is hereby made to that certain *Water Rights Agency Agreement* recorded in the Official Records of Riverside County (the "**Official Records**") as Instrument No. 2021-0000372 (the "**Agency Agreement**"), between I10 Logistics and the successors-in-interest to TSG Cherry Valley, L.P., a Delaware limited partnership, as "Owner", which successors include (i) the Foundation, which currently holds fee title to the portion of the land subject to the Agency Agreement and improved with a single-family residence, and (ii) the District, which currently holds fee title to the remainder of the land that is subject to the Agency Agreement. Terms used but not defined herein shall have the meaning given in the Agency Agreement.

B. The Parties hereby wish to terminate the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein and in the Agency Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Termination. The Agency Agreement is hereby terminated.
2. Entire Agreement. This Termination is the final expression of the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3. Successors and Assigns. This Termination and any rights created hereby shall inure to the benefit of the successors and assigns of the Parties.

4. Governing Law. The parties expressly agree that this Termination shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page(s) Attached]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

“I10 LOGISTICS”

I10 LOGISTICS OWNER, LLC,
a Delaware limited liability company

By: I10 Logistics Investments, LLC,
a Delaware limited liability company,
its sole member

By: SRI – I10 LDC, LLC,
a Delaware limited liability company,
its administrative member

By: _____
Name:
Title:

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

"FOUNDATION"

BEAUMONT-CHERRY VALLEY RECREATION &
PARK IMPROVEMENT CORPORATION, a California
public benefit corporation

By: _____
Duane Burk
General Manager

ACKNOWLEDGMENT

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Signature: _____ (Seal)

“DISTRICT”

BEAUMONT-CHERRY VALLEY RECREATION &
 PARK DISTRICT, a public district of the State of
 California

By: _____
 Duane Burk
 General Manager

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
 true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
P.O. Box 490
Beaumont, CA 92223
Attn: Duane Burk, General Manager

ASSESSOR'S PARCEL NUMBER
407-200-011 (portion)

SELLER/TRANSFEROR
I10 Logistics Owners, LLC

BUYER'S DAYTIME TELEPHONE NUMBER
(951) 845-9555

BUYER'S EMAIL ADDRESS
duane@bcvparks.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR
----	-----	------

YES NO Are you a disabled veteran, or the unmarried surviving spouse of a disabled veteran, who, due to a service connected injury or disease, was either rated 100% disabled or compensated at 100% due to unemployability by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Beaumont-Cherry Valley Recreation & Park District

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

390 W. Oak Valley Parkway, P.O. Box 490

CITY

Beaumont

STATE

CA

ZIP CODE

92223

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- | | | |
|-------------------------------------|-------------------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | A. This transfer is solely between spouses (<i>addition or removal of a spouse, death of a spouse, divorce settlement, etc.</i>). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. This transfer is solely between domestic partners currently registered with the California Secretary of State (<i>addition or removal of a partner, death of a partner, termination settlement, etc.</i>). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *C. This is a transfer: <input type="checkbox"/> between parent(s) and child(ren) <input type="checkbox"/> between grandparent(s) and grandchild(ren). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Was this the transferor/grantor's principal residence? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *D. This transfer is the result of a cotenant's death. Date of death _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *E. This transaction is to replace a principal residence owned by a person 55 years of age or older. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *F. This transaction is to replace a principal residence by a person who is severely disabled. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (<i>e.g., a name change upon marriage</i>). If YES, please explain: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | I. The recorded document creates, terminates, or reconveys a lender's interest in the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (<i>e.g., cosigner</i>). If YES, please explain: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | L. This is a transfer of property: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of <input type="checkbox"/> the transferor, and/or <input type="checkbox"/> the transferor's spouse <input type="checkbox"/> registered domestic partner. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. to/from an irrevocable trust for the benefit of the <input type="checkbox"/> creator/grantor/trustor and/or <input type="checkbox"/> grantor's/trustor's spouse <input type="checkbox"/> grantor's/trustor's registered domestic partner. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | M. This property is subject to a lease with a remaining lease term of 35 years or more including written options. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *P. This transfer is to the first purchaser of a new building containing a <input type="checkbox"/> leased <input type="checkbox"/> owned active solar energy system. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Q. Other. This transfer is to <u>Governmental agency acquiring title. R&T 11922.</u> |

*Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 - Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: Water use agreement.
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ 0.00
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (___Discount Points) Cal-Vet VA (___Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
- Direct from seller From a family member-Relationship _____
- Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 - Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
 - Water well site.
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE (951) 845-9555
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Duane Burk	TITLE General Manager	EMAIL ADDRESS duane@bcvparks.com

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C: If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

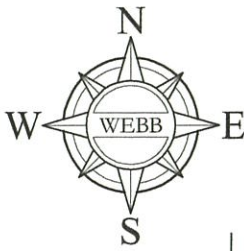
A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



PARCEL 2 OF LOT LINE
ADJUSTMENT NO. 190013
REC. 9/18/2019 AS
INST. #2019-365786, O.R.

PARCEL A-1 OF GRANT DEED
INSTR. NO. 2021-0000371
REC. 1/4/2021, O.R.

APN 407-200-012

E'LY LINE
PAR. 2

APN 407-200-011

SAN GORGONIO PASS WATER
AGENCY EASEMENT
REC. 9/9/2003 AS
DOC.#2003-697347, O.R.

NW 1/4 SEC. 29

PARCEL D OF GRANT DEED
REC. 6/13/2018 AS
DOC.#2018-0238858, O.R.

DEPARTMENT OF WATER
RESOURCES EASEMENT
REC. 8/18/2000 AS DOC.
#2000-320588, O.R.



DATE: 03/31/21

TPOB
R=61.00'
 $\Delta=107^{\circ}12'31''$ L=114.14'

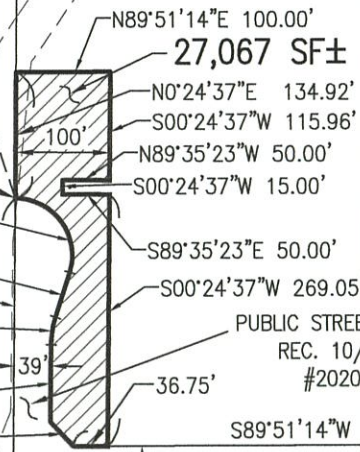
N17°37'09"E 50.00'

N00°24'37"E 329.10'

R=100.00'
 $\Delta=17^{\circ}12'31''$ L=30.03'

N00°24'37"E 82.09'

N42°35'58"W 35.55'



N89°51'14"E 100.00'
27,067 SF±

N0°24'37"E 134.92'

S00°24'37"W 115.96'

N89°35'23"W 50.00'

S00°24'37"W 15.00'

S89°35'23"E 50.00'

S00°24'37"W 269.05'

PUBLIC STREET & UTILITY EASEMENT
REC. 10/29/2020 AS DOC.
#2020-0499734, O.R.

N'LY R/W LINE

COUNTY OF
RIVERSIDE

22'

N00°08'46"W 22.00'

30

POC

SW COR. OF THE
NW 1/4 OF SEC. 29

LA ORO ROAD

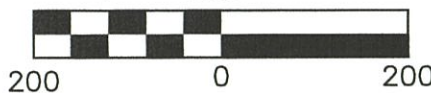
N00°24'37"E 42.00'

CHERRY VALLEY BOULEVARD

C/L

CITY OF
BEAUMONT

1" = 200'



SEC. 29, T2S, R1W, S.B.M.

ALBERT A.
WEBB
ASSOCIATES

WELL SITE EXHIBIT

G:\2018\18-0060\Drawings\Mapping\Legals & Plats\Well site\18-0060-V-THOMAS WELL.dwg
3/31/2021 5:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
18-0060

SCALE: 1"=200'

DRWN BY LB
CHKD BY MJ

DATE 3/31/21
DATE 03/31/21

SUBJECT: WELL SITE EXHIBIT

Exhibit "B"

Legal Description of Property

[Attached]

**WELL SITE
LEGAL DESCRIPTION**

A PORTION OF PARCEL A-1 AS DESCRIBED BY GRANT DEED RECORDED JANUARY 4, 2021 AS DOCUMENT NO. 2021-0000371, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, LYING WITHIN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, AS SHOWN BY RECORD OF SURVEY FOUND IN BOOK 66 OF RECORDS OF SURVEY, AT PAGE 75, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 00°24'37" EAST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 329.10 FEET FOR THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°24'37" EAST, A DISTANCE OF 134.92 FEET TO A POINT THEREON;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89°51'14" EAST, A DISTANCE OF 100.00 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 100.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID WESTERLY LINE;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.96 FEET;

THENCE NORTH 89°35'23" WEST, AT A RIGHT ANGLE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°24'37" WEST, AT A RIGHT ANGLE, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°35'23" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON SAID PARALLEL LINE DISTANT EASTERLY 100.00 FEET FROM SAID WESTERLY LINE OF THE NORTHWEST QUARTER;

THENCE SOUTH 00°24'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 269.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CHERRY VALLEY BOULEVARD AS SET FORTH IN THAT CERTAIN PUBLIC STREET AND UTILITY EASEMENT RECORDED OCTOBER 29, 2020 AS DOCUMENT NO. 2020-0499734, OFFICIAL RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH 89°51'14" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 36.75 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PUBLIC STREET AND UTILITY EASEMENT;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 42°35'58" WEST, A DISTANCE OF 35.55 FEET;
- 2) NORTH 00°24'37" EAST, A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°12'31", AN ARC DISTANCE OF 30.03 FEET;
- 4) NORTH 17°37'09" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 61.00 FEET;
- 5) NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 107°12'31", AN ARC DISTANCE OF 114.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 27,067 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

03/31/21

DATE

PREPARED BY: JB
CHECKED BY: MB

